

AG Contract No.: KR02-0957TRN  
ADOT ECS File No. JPA 02-86  
Project: 115<sup>th</sup> Avenue at I-10  
TRACS No.: HX147 01C  
Traffic Signals and Lighting – New  
Installation

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

THIS AGREEMENT is entered into 14 November, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through ITS MAYOR AND CITY COUNCIL, ("the City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City desires new warranted traffic signals and lighting at the intersection of 115<sup>th</sup> Avenue and Interstate 10 (I-10), currently estimated to cost \$200,000.00 to construct, for the safety and benefit of the motoring public, hereinafter referred to as the "Project". The purpose of this agreement is to define each party's responsibilities for funding the design, construction, operation and maintenance of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25626  
Filed with the Secretary of State  
Date Filed: 11/14/02

Petrey Bayless  
Secretary of State

By Wm. V. Gruenewald

**II. SCOPE OF WORK**

## 1. The City will:

a. Provide to State standards design plans, specifications and other such documents and services required for the bidding and construction of the Project.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractors. Be responsible for contractor claims for extra compensation for delays or whatever reason, attributable to the City. Request all necessary permits through the Phoenix Maintenance District Office.

c. Confer with the State on any Project related contract modifications. Be responsible for all costs associated with City requested modifications not deemed warranted by the State.

✓d. Prior to the start of construction of the Project, invoice the State an amount not to exceed \$200,000.00, for the estimated cost of the Project.

e. Provide in its annual budget, all electrical energy costs to operate the traffic signals and/or intersection lighting.

## 2. The State will:

a. Be responsible for all routine maintenance, emergency maintenance and operations of traffic signals, and/or intersection lighting, associated with this Project.

c. Upon request from the City, issue the necessary permits for construction of the Project.

✓d. Prior to the start of construction and upon receipt of an invoice from the City, remit an amount not to exceed \$200,000.00, for the estimated cost of the Project. The State will not be responsible for costs associated with City requested modifications not deemed warranted by the State.

e. Be responsible for construction costs of the Project, up to, but not to exceed \$200,000.00. Be responsible for contractor claims for extra compensation for delays or whatever reason, attributable to the State.

f. Upon completion, approve and accept the Project on behalf of the parties hereto.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the advertisement of a construction contract, with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement Issues-Contact:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Avondale  
Engineering Department  
1211 S. 4<sup>th</sup> Street  
Avondale, AZ. 85323

For Billing Purposes-Contact:

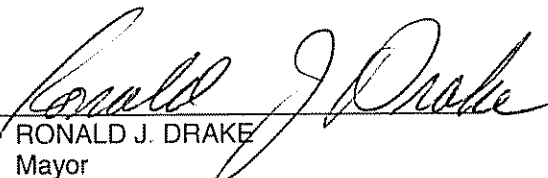
Arizona Department of Transportation  
Contract Accounting  
206 South 17 Avenue, MD 204B  
Phoenix, AZ 85007

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF AVONDALE**

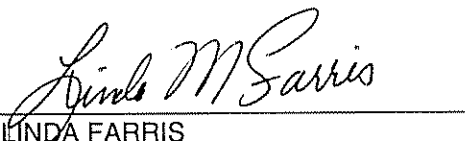
By   
RONALD J. DRAKE  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST

By   
LINDA FARRIS  
City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of September, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF AVONDALE for the purpose of defining responsibilities for funding the design, construction, operation and maintenance of new warranted traffic signals and lighting at the intersection of 115th Avenue and Interstate 10 (I-10), for the safety and benefit of the motoring public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
JOHN W. CARR, P.E., Staff Engineer  
Development / Intermodal Transportation Division  
for VICTOR M. MENDEZ, Director

**RESOLUTION NO. 2330-02**

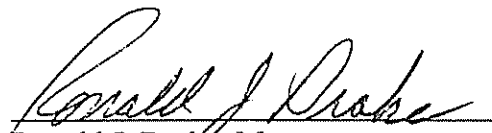
A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF 115TH AVENUE AND INTERSTATE 10.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement with the State of Arizona for design, construction and maintenance of traffic signals and lighting at the intersection of 115th Avenue and Interstate 10 (the "Agreement") is hereby approved in the form attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That the Mayor, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement.

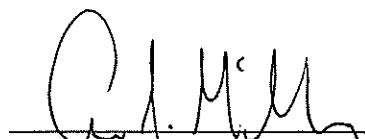
**PASSED AND ADOPTED** by the Council of the City of Avondale, October 7, 2002.

  
Ronald J. Drake, Mayor

ATTEST.

  
Linda M Farris, City Clerk

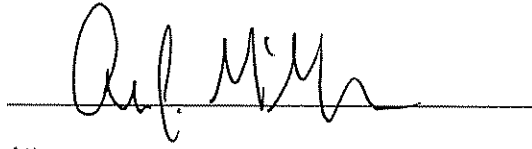
APPROVED AS TO FORM:

  
Andrew J. McGuire, City Attorney

APPROVAL OF THE CITY OF AVONDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF AVONDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11<sup>th</sup> day of OCTOBER, 2002.

  
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Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680  
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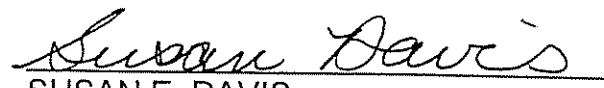
## **INTERGOVERNMENTAL AGREEMENT DETERMINATION**

A.G. Contract No. KR02-0957 TRN (JPA 02-86), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 1, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.